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(each an “Unsolicited Transfer”) do not create or represent any relationship between us and the sender and do not subject us to any obligations whatsoever as they relate to the sender.

You further agree and understand that we have absolutely no obligation or duty to return the Digital Assets of an Unsolicited Transfer.

Airdrops

You agree and understand that in the event that a Digital Asset Network attempts to or does distribute (sometimes called “airdropping” or “bootstrapping”) its Digital Assets to Digital Asset addresses of a Supported Network, we will treat this Digital Asset Network as an Unsupported Forked Network.

You further agree and understand that airdropped Digital Assets do not create or represent any relationship between us and the sender and/or the related Digital Asset Network and do not subject us to any obligations whatsoever as they relate to the sender and/or the related Digital Asset Network.

Gemini Dollar

By obtaining or using the Gemini Dollar (in this section, “you”), you understand and expressly agree to the terms and conditions of this section, regardless of whether or not you are a Gemini Customer, and you acknowledge that you have reviewed and understand each of the disclosures made in this section.

We issue a cryptographic stored value token (the “Gemini Dollar”) that is pegged to the U.S. dollar. Each Gemini Dollar corresponds to a U.S. dollar held across one or more omnibus bank accounts (each, a “Gemini Dollar Omnibus Account”) at U.S. FDIC-insured Banks and/or one or more money market accounts (each, a “Gemini Dollar Money Market Account”) (collectively, “Gemini Dollar Accounts”). The U.S. dollar and money market accounts that make up the Gemini Dollar Accounts constitute the “Gemini Dollar Reserve”. Gemini manages the Gemini Dollar Reserve to maintain a 1:1 ratio of Gemini Dollars to the U.S. dollar value of the Gemini Dollar Reserve.

Each Gemini Dollar Omnibus Account is: (i) in our name, and under our control; (ii) separate from our business, operating, and reserve bank accounts; (iii) established specifically for the benefit of Gemini Customers; and (iv) represents a banking relationship, not a custodial relationship, with each Bank. *You agree and understand that Gemini Dollar Omnibus Accounts do not create or represent any relationship between you and any of our Banks.*

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managed by a registered financial advisor, (v) custodied by a qualified custodian; and (vi) the monies within which are used to purchase money market funds invested in securities issued or guaranteed by the United States or certain U.S. government agencies or instrumentalities. *You agree and understand that Gemini Dollar Money Market Accounts do not create or represent any relationship between you and any of the related registered financial advisors and/or qualified custodians.*

Using the Gemini Dollar

As set forth in the creation and redemption sections below, you agree and understand that only Gemini Customers may exchange U.S. dollars for Gemini Dollars and/or Gemini Dollars for U.S. dollars at Gemini.

If you are not a Gemini Customer, by obtaining or using the Gemini Dollar, you agree and understand that obtaining or using the Gemini Dollar does not create or represent any relationship between you and us or you and any Gemini Service Provider and does not subject us or any Gemini Service Provider to any obligations whatsoever as they relate to you.

Creation

Gemini Dollars are created when you buy Gemini Dollars with U.S. dollars on Gemini.

If you are a Gemini Customer, you may exchange U.S. dollars in your Fiat Account for Gemini Dollars at a 1:1 exchange rate by placing a buy Order for Gemini dollars. The U.S. dollar amount of your buy Order will be debited from your Fiat Account and the corresponding Gemini Dollar amount of your buy Order will be credited to your Digital Asset Account at the time of purchase. *Only Gemini Customers may buy Gemini Dollars with U.S. dollars at Gemini. If you are suspected of a Conduct Violation (as defined in the 'Account Suspension' section), you may be prohibited from buying Gemini Dollars.*

Redemption

Gemini Dollars are redeemed when you sell Gemini Dollars for U.S. dollars on Gemini.

If you are a Gemini Customer, you may redeem Gemini Dollars in your Digital Asset Account for U.S. dollars at a 1:1 exchange rate by placing a sell Order of Gemini Dollars. The Gemini Dollar amount of your sell Order will be debited from your Digital Asset Account and the corresponding U.S. dollar amount of your sell Order will be credited to your Fiat Account at the time of sale. Gemini will settle this sell Order, and redeem your Gemini Dollars for U.S. dollars, by transferring assets or the proceeds thereof from the Gemini Dollar Accounts to

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Fees

We do not currently charge fees for the buying of Gemini Dollars with U.S. dollars, the selling of Gemini Dollars for U.S. dollars, or the use of Gemini Dollars (however debit card fees still apply when used to purchase Gemini Dollars with U.S. dollars). We reserve the right to charge fees in the future and, if so, will notify you pursuant to Written Notice. You may be required to pay mining fees for the transfer of Gemini Dollars. *You are solely responsible for all mining fees as well as all other costs and expenses incurred with respect to obtaining or using Gemini Dollars.*

FDIC Insurance

As noted below, Digital Assets held in your Digital Asset account, including your Gemini Dollars, are not subject to deposit insurance protection, including but not limited to, FDIC insurance or Securities Investor Protection Corporation protections.

You may, however, be eligible to receive FDIC “pass-through” insurance for the portion of the Gemini Dollar Reserve represented by U.S. dollar cash deposits maintained in Gemini Dollar Omnibus Accounts. This FDIC “pass-through” insurance may be available in the event that the Bank holding such U.S. dollar cash deposits becomes subject to resolution or similar proceedings by the FDIC.

Gemini holds U.S. dollars that make up the Gemini Dollar Reserve in one or more Gemini Dollar Omnibus Accounts with the intention that they be eligible for FDIC “pass-through” deposit insurance. This means that, if you are a Gemini customer and hold your Gemini Dollars in your Gemini Account, Gemini will maintain records showing your interest in the Gemini Dollar Omnibus Accounts.

Note the following with respect to FDIC “pass-through” insurance:

- Gemini will maintain records of your ownership of Gemini Dollars and, accordingly, your interest in one or more Gemini Dollar Omnibus Accounts, in a manner reasonably designed to satisfy the FDIC’s requirements for obtaining “pass-through” insurance.
- The ultimate availability of FDIC pass-through insurance and the actual amount of any such insurance may depend on other factors. This includes your ability to verify your ownership of Gemini Dollars in your Gemini Account and the Standard Maximum Deposit Insurance Amount per FDIC regulations. The Standard Maximum Deposit Insurance Amount is calculated by looking to the balance of all deposit accounts held in your name or held on your behalf at each FDIC-insured bank. Accordingly, if you hold other

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- The portion of the Gemini Dollar Reserve that is held in Gemini Dollar Money Market Accounts are not insured and you are not eligible for FDIC pass-through insurance for any portion of the Gemini Dollar Reserves held in such accounts.
- The availability of FDIC “pass-through” insurance depends on recordkeeping of the ultimate holder of Gemini Dollar and, as such, FDIC “pass-through” insurance may not be available if you are not a Gemini customer and/or do not hold your Gemini Dollars at Gemini.

Disclosures

You agree and understand that individuals or entities affiliated with Gemini may hold, purchase, sell, or otherwise engage in transactions using or involving Gemini Dollars. You further agree and understand that such persons may engage in this activity for, among other reasons, the purposes of making markets in the Gemini Dollar, promoting transactional activity that utilizes the Gemini Dollar, or otherwise supporting the use or adoption of the Gemini Dollar. This activity may involve selling Digital Assets on our Exchange in order to obtain or create Gemini Dollars, purchasing Digital Assets on our Exchange in order to use such Digital Assets outside of Gemini to acquire Gemini Dollars, and using Gemini Dollars to obtain Digital Assets outside of Gemini. You agree and understand that no individual or entity, whether affiliated with Gemini or otherwise, is under any obligation to and has not affirmatively committed to, either begin engaging or continue engaging in such activities. All Gemini Customers and all holders and users of Gemini Dollars further agree and understand that such activities may affect the market for, and pricing of, any Digital Assets involved in these activities. No such activity will affect the 1:1 peg of the Gemini Dollar to the U.S. dollar, as described above.

Independent Accountants' Reports

We have engaged an independent registered public accounting firm to examine and attest on a monthly basis (each, an “Independent Accountants’ Report”), whether our assertion, that the balance of U.S. dollars held in the Gemini Dollar Accounts is equal to or greater than the amount of Gemini Dollars issued and in circulation, is fairly stated in all material respects. Examinations and attestations are conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Independent Accountants’ Reports are published within five Business Days of the last Business Day of each month. All Independent Accountants’ Reports are available at <https://gemini.com/dollar>.

Contract Upgrades and Modifications

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underlying code, or (iii) if legally obligated or compelled to do so by a court of law or other governmental body that has proper jurisdiction. As used herein, a “Catastrophic Event” means any event whereby the Gemini Dollar contract and/or related components (x) produce undesirable systemic outcomes or (y) unauthorized access results in a disruption, misuse, or our loss of control, as determined in our sole discretion. **You agree and understand that we will not upgrade or modify the Gemini Dollar contract under any other circumstances.**

Prohibited Use and Conduct Violations

You agree and understand that the Gemini Dollar is prohibited from being used in a manner that would constitute a Conduct Violation (as defined in the ‘Account Suspension’ section), including, but not limited to, use on any dark market, ransomware, mixing service (i.e., a mixer or tumbler used to obscure the source of funds), or illegal activity that would violate, or assist in violation of, any Applicable Laws and Regulations (as defined in the ‘Applicable Laws and Regulations’ section), or which would involve proceeds of any unlawful activity. You further agree and understand that we have the right to immediately suspend, investigate, and/or terminate your account pursuant to the terms of this User Agreement for any such Conduct Violations or if we reasonably believe that Conduct Violations have occurred or may occur, as determined in our sole discretion. **You agree and understand that Gemini Dollars involved in a Conduct Violation may be subject to freezing, forfeiture to, or seizure by a law enforcement agency and/or subject to any similar limitation on its use, may be wholly and permanently unrecoverable and unusable, and may, in appropriate circumstances, be destroyed.**

Disclaimer

By obtaining or using the Gemini Dollar, you agree and understand that we and/or any Gemini Service Provider are not responsible to any non-Gemini Customer that uses the Gemini Dollar or for any third party that supports the Gemini Dollar. You also agree and understand that you will not make us and/or any Gemini Service Provider a party to any dispute involving a non-Gemini Customer that uses the Gemini Dollar or a third party that supports the Gemini Dollar. You further agree and understand that we and/or any Gemini Service Provider are not responsible for your use (or misuse) of the Gemini Dollar and that you will not make us and/or any Gemini Service Provider a party to any dispute involving your use (or misuse) of the Gemini Dollar. In any event, you hereby agree to indemnify us and/or any Gemini Service Provider for any and all costs, including legal costs, which are reasonably incurred by us and/or any Gemini Service Provider and related to any such disputes.

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please refer to the 'New York User Complaints' section. If you are located in the State of Oregon, please refer to the 'Oregon User Complaints' section. If you are located in the State of Texas, please refer to the 'Texas User Complaints' section.

Dispute Resolution – Gemini Dollar

If you are a Gemini Customer and have a dispute related to the Gemini Dollar, you agree and understand that it shall be governed by the 'Dispute Resolution' section of this User Agreement.

If you are not a Gemini Customer, by obtaining or using the Gemini Dollar, you agree and understand that obtaining or using the Gemini Dollar does not create or represent any relationship between you and us (other than the terms and conditions of this section of our User Agreement) or you and any Gemini Service Provider and does not subject us or any Gemini Service Provider to any obligations whatsoever as they relate to you. If you are not a Gemini Customer, by obtaining or using the Gemini Dollar, you further agree and understand that you will not make us and/or any Gemini Service Provider a party to any dispute, including a dispute involving the Gemini Dollar, and you hereby agree to indemnify us and/or any Gemini Service Provider for any and all costs, including legal costs, which are reasonably incurred by us and/or any Gemini Service Provider and related to such disputes.

Privacy of Information

You agree that the information contained in your User Account and Gemini Account is only for you and that you will not cause others to access or rely upon it (other than your tax advisor or attorney, or as otherwise prescribed by law) without our prior Written Consent. We agree that we will keep such information confidential, subject to the following paragraph.

You acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with Gemini's [Privacy Policy](#), which is incorporated into this User Agreement by reference.

Recording and Recordkeeping

You agree and understand that for our mutual protection we may electronically record any telephone conversation we have with you. You also agree and understand that we maintain and retain records of all information, activities, and communications relating to your User Account, Gemini Account, and use of Gemini.

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we work hard to make Gemini safe, secure, and compliant. To that end, we expect that you treat our employees, including our Customer Support Team, as you would like to be treated yourself: with respect. Any use of inappropriate or abusive language towards any of our employees is strictly prohibited. Examples include, but are not limited to, verbal threats, harassment, aggressive comments, or behavior that is disrespectful. This type of behavior is a direct violation of our Code of Conduct and this User Agreement. If you engage in this type of behavior, we will politely ask you to stop. If you continue to engage in this type of behavior, we will terminate your account.

Proprietary Rights and Limitations on Use

Gemini is our proprietary platform. Gemini is protected by copyright and other intellectual property laws. Except as set forth in our API agreement ("API Agreement") and our Market Data Agreement, you agree and understand not to modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, create derivative works from, or store Gemini source code or similar proprietary or confidential data or other similar information provided via Gemini, without our express prior written consent. You may not use Gemini for any unlawful purpose.

We hereby grant you a non-assignable and non-exclusive personal, worldwide, royalty-free license to use Gemini and to access Gemini Market Data and other informational content through Gemini in accordance with our API Agreement, Market Data Agreement, and this User Agreement. All other uses are prohibited. All rights in and to Gemini, and not granted herein, are reserved. For more information, please see our API Agreement and Market Data Agreement here:

<https://gemini.com/api-agreement>

<https://gemini.com/market-data-agreement>

Gemini and the Gemini logo (whether registered or unregistered) (the "Gemini Marks") are proprietary marks licensed to Gemini and protected by applicable trademark laws. Nothing contained in this User Agreement should be construed as granting any license or right to use any of the Gemini Marks displayed here without our express written consent. Any unauthorized use of the Gemini Marks is strictly prohibited.

Also, you may not use any of the Gemini Marks in connection with the creation, issuance, sale, offer for sale, trading, distribution, solicitation, marketing, or promotion of any investment products (e.g., Digital Assets, fiat currency, securities, commodities, investment or trading products, derivatives, structured products, investment funds, investment portfolios, commodity pools, swaps, securitizations or synthetic products, etc.), including where the price, return, and/or performance of the investment product is

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Service Modifications

You agree and understand that we may modify part of or all of Gemini without notice.

Downtime and Maintenance

You agree and understand that part of or all of Gemini may be periodically unavailable during scheduled maintenance or unscheduled downtime (collectively, "Downtime").

For information on Gemini's scheduled maintenance windows, please see our Marketplace page here:

<https://gemini.com/fees/marketplace#downtime>

You agree and understand that Gemini is not liable or responsible to you for any inconvenience or damage to you as a result of Downtime. Following Downtime, when services resume, you understand that market conditions and prices may differ significantly from the market conditions and prices prior to such Downtime.

Risks

Please note the following risks in accessing or using Gemini:

- The risk of loss in trading Digital Assets may be substantial and losses may occur over a short period of time;
- The price and liquidity of Digital Assets has been subject to large fluctuations in the past and may be subject to large fluctuations in the future;
- Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of Digital Assets;
- In your jurisdiction, Gemini may not be regulated as a financial institution;
- Deposits into your Digital Asset Account and your Fiat Account may not be considered deposits under the applicable laws, rules, or regulations in your jurisdiction;
- Fiat currency in the Fiat Account of your Gemini Account may not be subject to applicable deposit insurance protection;

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- Digital Assets are not legal tender and are not backed by the government;
- Transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable;
- Some Digital Asset transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction;
- The value of Digital Assets may be derived from the continued willingness of market participants to exchange fiat currency or Digital Assets for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset disappear;
- The nature of Digital Assets may lead to an increased risk of fraud or cyber attack, and may mean that technological difficulties experienced by Gemini may prevent the access to or use of your Digital Assets; and
- Any bond or trust account maintained by Gemini for the benefit of our Users may not be sufficient to cover all losses due to theft or fraud incurred by Users.

You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that Gemini does not give advice or recommendations regarding Digital Assets, including the suitability and appropriateness of, and investment strategies for, Digital Assets. **You agree and understand that you access and use Gemini at your own risk;** however, this brief statement does not disclose all of the risks associated with Digital Assets and using Gemini. You should, therefore, carefully consider whether such use is suitable for you in light of your circumstances and financial resources. You should be aware that you may sustain a total loss of the funds in your Gemini Account, and that under certain market conditions, you may find it difficult or impossible to liquidate a position.

Third-Party Websites

Gemini may link to other websites operated by or with content provided by third parties, and such other websites may link to our website. You agree and understand that Gemini has no control over any such other websites or their content and will have no liability arising out of or related to such websites or their content. The existence of any such links

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Third-Party Service Providers

You agree and understand that we may use third parties to gather, review, and transmit your data and activity from one or more of your financial institutions to us. By using Gemini, you agree to grant third-party providers that we may engage, including, but not limited to, Plaid Technologies, Inc. (See <https://plaid.com/legal>) the right, power, and authority to access and transmit your data, activity, and personal and financial information from one or more of your financial institutions to us in accordance with and pursuant to their terms and conditions, privacy policy, and/or other policies.

You agree and understand that we may use third parties to gather, review, and submit or facilitate submitting your data and activity from us to regulatory authorities on our behalf. By using Gemini, you agree to grant third-party providers that we may engage, the right, power, and authority to access and submit your data, activity, and personal and financial information to regulatory authorities on our behalf and in accordance with and pursuant to their terms and conditions, privacy policy, and/or other policies.

Third-Party Information Accuracy and Usage

An information provider is any company or person who directly or indirectly provides us with information ("Information Provider"). Such information could include, but is not limited to, overall market data, quotations from other exchanges, markets, dealers, and/or miners of Digital Assets. The third-party information we may provide through Gemini has been obtained from Information Providers and sources we believe are reliable; however, we cannot guarantee that this information is accurate, complete, timely, or in the correct order. The information belongs to the Information Providers. You may use this information only for your own benefit. You may not reproduce, sell, distribute, circulate, create derivative works from, store, commercially exploit in any way, or provide it to any other person or entity without our written consent or the consent of the Information Provider, if required.

Tax Advice and Information

You agree and understand that Gemini does not provide legal, tax, or investment advice, and to the extent you deem necessary, you will consult with qualified professionals in your own jurisdiction prior to using Gemini or implementing any financial plan. We will, however, provide you with any necessary information required of you by the Internal Revenue Service or any other applicable governmental agency if you have executed at least one Trade on Gemini. Please email compliance@gemini.com if you have any questions.

Non Solicitation

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place via our API, and that we do not conduct a suitability review of any Orders you place, including those you place via our API. You also agree and understand that you **have not** and do not expect to receive any investment advice from us nor any of our affiliates in connection with your Orders. In addition, you agree and understand that your review of our blog and/or FAQ does not constitute any solicitation or investment advice.

Investment Advice

You agree and understand that all investment decisions are made solely by you. Notwithstanding anything in this User Agreement, you agree and understand that we accept no responsibility whatsoever for, and shall in no circumstances be liable to you in connection with, your decisions. You agree and understand that under no circumstances will the operation of Gemini and your use of Gemini be deemed to create a relationship that includes the provision of or tendering of investment advice.

Sophisticated Investing

You agree and understand that by using Gemini and placing Orders, you have sufficient knowledge to place such Orders. You are responsible for making sure that any Orders placed by you are accurate and intentional. We may, in some cases, and at our sole discretion, require secondary electronic, verbal, written or other confirmation before acting if your account activity is outside of its normal range of activities.

You agree and understand that the information and services provided by Gemini are not provided to, and may not be used by, any individual or institution in any jurisdiction where the provision or use thereof would be contrary to any Applicable Laws and Regulations, the rules or regulations of any governmental authority or regulatory organization, or where Gemini is not authorized to provide such information or services. Gemini may not be available in all jurisdictions.

Accessing Gemini

You agree and understand that you are not allowed to enter any restricted area of any computer or network of Gemini or any Gemini Service Provider under any circumstances, or perform any functions that are not authorized by this User Agreement. You **should never** access Gemini from an unsecured or public computer and/or network.

Press Guidelines

We encourage and hereby authorize press and media to refer to Gemini, provided that any reference is accompanied by:

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For all press and media inquiries, please email press@gemini.com.

Prohibited Use

Sanctions and Export Controls

The services we provide are subject to United States and international export controls and economic sanctions requirements. By purchasing Digital Assets on Gemini, you represent and warrant that your acquisition and use of any such Digital Assets comports with those requirements. Without limiting the foregoing, you may not buy Digital Assets on Gemini or use any of our services that we provide if: (i) you are in, under the control of, or a national or resident of any country or region subject to sanctions or embargoes issued by OFAC, the U.S. Department of State, the United Nations, the UK's HM Treasury's financial sanctions regime, or any other applicable government authority (each, a "Prohibited Jurisdiction"); (ii) you are on OFAC's Specially Designated Nationals List, the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, HM Treasury's financial sanctions regime, or any similar list of restricted persons issued by an applicable government authority (each, a "Governmental Watchlist") ((i) and (ii), a "Sanctioned Person"); or (iii) you intend to sell any Digital Assets bought on Gemini or offer any services that we provide on Gemini to any Prohibited Jurisdiction or Sanctioned Person.

Gambling Policy

It is generally illegal in the United States – without a government-issued license – to require a person to pay money, give something of value, or expend significant effort (in legal terms, "consideration") to enter or participate in an activity or promotion in which he or she may win a prize if there is a significant degree of chance involved (e.g., a random drawing to determine winners) ("Illegal Gambling").

As such, we have a Gambling Policy that prohibits the use of Gemini for storing, sending, or receiving wagers or proceeds of Illegal Gambling. Proceeds derived from trading contracts for differences and spread bets on licensed and regulated platforms do not constitute Illegal Gambling or a violation of our Gambling Policy. We employ a number of methods to detect violations of our Gambling Policy.

You agree and understand that we have the right to immediately (i) suspend your account and any related account, (ii) freeze/lock the funds and assets in all such accounts, and (iii) suspend your access to Gemini, if we suspect, in our sole discretion, any such accounts to be in violation of our Gambling Policy, which is a direct violation of this User Agreement.

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terminate any such accounts and take any and all necessary and appropriate actions pursuant to this User Agreement and/or Applicable Laws and Regulations.

General Provisions

You agree and understand to be legally bound by the terms and conditions set forth in this User Agreement and that this User Agreement governs your use of Gemini and the services we provide. By clicking "I AGREE," during the account opening process, you agree and understand to be legally bound by the terms and conditions of this User Agreement and agree and understand that you have received the disclosures set forth herein. If you do not agree to be legally bound by the terms and conditions of this User Agreement, do not click "I AGREE" and please do not visit, access, or use Gemini in any capacity or manner. Whether or not you click "I AGREE," if you sign up for an account and use Gemini in any capacity or manner, you agree, by virtue of any such action, to be legally bound by the terms and conditions of this User Agreement (including any changes or amendments) in their entirety.

Disclaimer of Warranties

For the avoidance of doubt, neither we nor any Gemini Service Provider are giving investment advice, tax advice, legal advice, or other professional advice by allowing you to use Gemini, the Gemini Dollar, and the services we or any Gemini Service Provider provide, including, but not limited to, the ability to buy, sell, or store Digital Assets or fiat currency. In addition, neither we nor any Gemini Service Provider recommend, or endorse that you buy or sell Digital Assets, including bitcoin, ether, the Gemini Dollar, or any other asset, or that you make any investment or enter into any Trade. Before engaging in any trading or investment activity, you should always consult a qualified professional.

THE SERVICES WE AND GEMINI SERVICE PROVIDERS PROVIDE ARE PROVIDED TO YOU ON A STRICTLY "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS. NEITHER WE NOR ANY GEMINI SERVICE PROVIDER REPRESENT OR WARRANT TO THE ACCURACY, COMPLETENESS, CURRENTNESS, NON INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF GEMINI OR THE INFORMATION CONTAINED THEREIN OR SERVICES CONTAINED THEREON. GEMINI DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE OR USE OF THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, OR ERROR-FREE.

Disclaimer of Liability

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INCLUDING LOST TRADING OR OTHER PROFITS, DIMINUTION IN ASSET VALUE, OR LOST BUSINESS OPPORTUNITIES (EVEN IF WE AND/OR ANY GEMINI SERVICE PROVIDER HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF) IN CONNECTION WITH THIS USER AGREEMENT, YOUR USE OR ATTEMPTED USE OF GEMINI, THE GEMINI DOLLAR, OR ANY OF THE INFORMATION, SERVICES OR TRANSACTIONS CONTEMPLATED BY THIS USER AGREEMENT. GEMINI'S TOTAL LIABILITY FOR BREACH OF THIS AGREEMENT SHALL BE LIMITED BY THE VALUE OF ANY OF YOUR ALLEGEDLY LOST FIAT CURRENCY AND DIGITAL ASSETS IN THE CUSTODY OF GEMINI AT THE TIME OF LOSS.

YOU AGREE AND UNDERSTAND THAT NEITHER WE NOR ANY GEMINI SERVICE PROVIDER SHALL BE LIABLE FOR DELAYS OR INTERRUPTIONS IN SERVICE CAUSED BY AUTOMATED OR OTHER COMPLIANCE CHECKS OR FOR OTHER REASONABLE DELAYS OR INTERRUPTIONS IN SERVICE, BY DEFINITION TO INCLUDE ANY DELAY OR INTERRUPTION SHORTER THAN ONE WEEK, OR DELAYS OR INTERRUPTIONS IN SERVICE BEYOND THE CONTROL OF GEMINI OR ITS SERVICE PROVIDERS.

THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO ANY DAMAGE OR INTERRUPTIONS CAUSED BY ANY COMPUTER VIRUSES, SPYWARE, SCAMWARE, TROJAN HORSES, WORMS, OR OTHER MALWARE THAT MAY AFFECT YOUR COMPUTER OR OTHER EQUIPMENT, OR ANY PHISHING, SPOOFING, DOMAIN TYPOSQUATTING, OR OTHER ATTACKS, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS, OR ANY FORCE MAJEURE. NEITHER WE NOR ANY GEMINI SERVICE PROVIDER GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO GEMINI.

IF THIS DISCLAIMER OF LIABILITY SECTION IS DEEMED TO CONFLICT WITH ANY OTHER SECTION OF THIS USER AGREEMENT, THIS DISCLAIMER OF LIABILITY SECTION SUPERSEDES THE OTHER SECTION.

Reasonable Care

We agree to take reasonable care and use commercially reasonable efforts in executing our responsibilities to you pursuant this User Agreement, or such higher care where required by law or as specified by this User Agreement.

You agree that we cannot be held responsible for any failure or delay to act by any Gemini Service Provider, including our Banks, or any other participant that is within the time limits permitted by this User Agreement or prescribed by law, or that is caused by your negligence.

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software used by Gemini, a Gemini Service Provider, or any telecommunications lines or devices used by Gemini or a Gemini Service Provider), or Downtime, which prevents us from fulfilling our obligations under this User Agreement, provided that we or the relevant Gemini Service Provider (as applicable) used commercially reasonable efforts to prevent or limit such erroneous Orders, erroneous Trades, System Failures, or Downtime. You also agree that neither we nor any Gemini Service Provider can be held responsible for any other circumstances beyond our or such Gemini Service Providers' (as the case may be) reasonable control.

In addition, you agree and understand that any act or omission made by us or any Gemini Service Provider in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in New York, or any rule or regulation of the State of New York, New York State Department of Financial Services, or a federal agency having jurisdiction over such party, shall constitute reasonable care and be commercially reasonable.

We use commercially reasonable efforts to provide you with a reliable and secure platform, which includes our Exchange and Custody Services. From time to time, interruptions, errors or other deficiencies in service may occur due to a variety of factors, some of which are outside of our control. These factors can contribute to delays, errors in service, or system outages. You may experience difficulties in accessing your Gemini Account, withdrawing your fiat currency or Digital Assets, depositing your fiat currency or Digital Assets, and/or placing and/or canceling Orders.

Force Majeure

You agree and understand that in no event shall we or any Gemini Service Provider be liable for any delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition, whether or not foreseeable, beyond our or any Gemini Service Providers' reasonable control, including, but not limited to, any act of God, nuclear or natural disaster, epidemic, action or inaction of civil or military authorities, act of war, terrorism, sabotage, civil disturbance, strike or other labor dispute, accident, state of emergency or interruption, loss, or malfunction of equipment or utility, communications, computer (hardware or software), Internet or network provider services.

Indemnities

In no event shall we or any Gemini Service Provider be liable for any act, omission, error of judgment, or loss suffered by you in connection with this User Agreement or your use or attempted use of Gemini or the Gemini Dollar. You agree to indemnify and hold us and all Gemini Service Providers harmless from or against any or all liabilities, obligations, losses,